April 22nd, 2015
Commission’s Secretary
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Federal Communications Commission
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Deena Shetler:
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Re: WC Docket No. 06-210
CCB/CPD 96-20

COMMENTS
Waiver of Shortfall Charges Due to
Circumstances Beyond the Customer's Control

AT&T closed down 2.1.8 completely and therefore traffic could not be purchased and moved to petitioners plan via quick and easy direct access. See exhibit KK in petitioners initial filing at pg. para 5 which is a letter to AT&T senior attorney Edward Barrillari advising AT&T that the plans are under section 2.5.7.

1993 Tariff Section 2.5.7:See exhibit II (DOUBLE i) not roman numerals

> **2.5.7. Extension of Term Commitments -** The failure of a Customer to meet usage or revenue commitments during a term commitment shall be excused to the extent such usage or revenue shortfall is caused by strike, governmental orders, acts of war, civil commotions, insurrection, acts of God **or other such circumstances beyond the Customer's control**; provided that, if the condition causing the shortfall ceases, the Customer satisfies that usage or revenue shortfall during an extension of its original term
> commitment. For this purpose only, a Customer may extend its original term commitment for the period of time they are unable to meet the commitment under the circumstances described above for a period not to exceed one year. **If, at the end of the extension period the Customer is still unable to meet its commitment, the Customer may subscribe to a new term plan with a reduced commitment level commensurate with the Customer's reduced revenue generation capability.** The new term plan subscribed to under this clause must be at least the same term length as the original term plan. In order to be eligible for this provision, the inability of the Customer to meet its commitment must not have been caused by moving 800 service usage from AT&T to a non-AT&T carrier, and the Customer must notify the Company in writing within ten days of the onset of the circumstance relied upon to excuse the shortfall and request the term extension.

There were a couple of reasons why 2.5.7 was requested and never denied by AT&T: AT&T completely shut down 2.1.8 right after the denied traffic only transfer in Jan 1995. Therefore petitioners were not able to purchase traffic from other aggregators. Petitioners were Pre June 17th 1994 Grandfathered as well however when a plan is restructured (discontinued w/o liability in tariff terms) the customer has to extend its commitment. Therefore the 2.5.7 provision enabled petitioners to use it to avoid restructuring which AT&T claimed was the subject of legal interpretation.

See exhibit **U** in petitioners first filing which is a letter from Charles Fash. AT&T stopped 2.1.8 transfers completely and advised the only way to move accounts was to delete them and sign them up again.

> "I will address the "partial TSA" issue first in general and then with your clients express and announced intentions. The Transfer of Service provision of the tariff addresses the issue of **transfer of service, not transfer of traffic** by moving individual locations from one plan to another. The proper way to move traffic (i.e. a subset of locations on a plan) between plans is to submit service orders **to delete the locations from one plan and add the locations to another."** (Counsel Fash July 7th 1995 letter)

Exhibit I is AT&T's Joyce Suek said AT&T legal ordered the violation of AT&T's tariff to stop quick and easy direct 2.1.8 transfers to prevent 66% discount. Ms. Suek's use of the term "Partial TSA's" means "traffic only" transfers under 2.1.8 **T**ransfer **S**ervice **A**greement (TSA).

> Al --Per our Conversation, 6/19; an original TSA is now required for transfer activity. Additionally **we "no longer" process partial TSA's, the TSA must be for the whole plan.**

AT&T closed down 2.1.8 completely and therefore traffic could not be purchased and moved to petitioners plan via quick and easy direct access.

Also restructures were treated as new plans when AT&T wanted to stop grandfathering the plans. However under the tariff in the first month of a new plan accounts that were on term commitments could be added to a new plan –but AT&T considered a restructured plan not new to prevent adding the account without penalty.

Therefore due to section 2.5.7 **<u>(circumstances beyond the Customer's control</u>**) the penalties inflicted in June 1996 should have been waived. As per 2.5.7 until the June 17th 1994 provision was decided the plans would continue to have its commitments waived and then **<u>subscribe to a new term plan with a reduced commitment level commensurate with the Customer's reduced revenue generation capability"</u>**.

Respectfully Submitted,
One Stop Financial, Inc
Winback & Conserve Program, Inc.
Group Discounts, Inc.
800 Discounts, Inc
/s/ Al Inga
Al Inga President